



MATERIAL TRANSFER AGREEMENT (MTA)

The **Mediterranean Biobank of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri"**, established in Palermo, via G. Marinuzzi, 3, VAT number 00112740824 represented by its Prof. Francesca Di Gaudio, General Manager, born in Pollina (PA) on the 28th of July 1964 and address in Palermo, via G. Marinuzzi, 3 (the Provider)

TRANSFERS

to _____ (the Recipient)

the Material only subject to the following conditions:

1. Definitions

1. For the purposes of this agreement the following definitions shall apply:

- **Provider:** the Mediterranean Biobank of the Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri" (**BBM**);
- **Recipient:** the Entity that receives the biological resource;
- **Customer (scientific provider):** the owner of the biological resource conferred in Biobank;
- **Biological resource:** the biological material (Patological Tissue, Cell line, Bacteria, Field serum, Metazoan, Protozoan, Virus) along with the related data/information;
- **Services:** the activities to be performed.

2. Structure of this contract

1. This document consists of:

- **Material Transfer Agreement;**
- **Application Form**, indicating the data regarding the Recipient and the description and quantity of the biological resource.

3. Purpose of the transfer

1. BBM shall transfer the biological resource indicated in the Application Form to the Recipient. The biological resource may only be used by the Recipient for performing scientific research activities.

4. Recipient Responsibility

1. The Recipient undertakes to use the biological resource in full compliance with any national and international applicable law, including any laws, regulations, and guidelines regarding health and scientific research. In particular, the biological resource having intrinsic health risk shall be handled by the Recipient in full respect of the specific law and in compliance with all the necessary precautions.

2. The Recipient declares:

- that the access to biological resource will be restricted to trained personnel qualified to safely handle those substances, using appropriate containment;
- that the utmost precaution shall be used to minimise any risk of harm to persons and property and to safeguard them from theft or misuse.
- that in no case the biological resource will be used directly or indirectly for human purposes.
- to assume any responsibility for any damage that may result from the use, storage or disposal of the biological resource.

BBM and the Customer (scientific provider) will not be liable to the applicant for any direct, indirect, incidental damage

5. BBM Warranty

1. BBM warrants that all the biological resources, supplied and certified by the Customer (scientific provider), are stored in accordance with the requirements to guarantee the storage.
2. If the biological resource received does not conform to the specifications, the Recipient must send a non-conformity declaration in writing to the BBM, within thirty (30) days from the receipt of the biological resource.
3. Within thirty (30) days from the agreed delivery date, in case the biological resource is not delivered, the Recipient must send a written notification to BBM.
4. BBM will replace the unsuitable biological resource at its own expense. This warranty is valid if the Recipient certifies that the biological resource has been preserved or processed in accordance with the specifications described in the technical data sheet provided with the biological resource. The Recipient accepts the shipping method and the conditions of each specific biological resource.
5. In addition, BBM may impose additional terms and conditions on the supply of a particular biological resource. In this case, BBM shall provide the applicant with details of these additional terms and conditions.
6. BBM is not responsible for any loss or damage that the Recipient may cause as a result of the incorrect use of the biological resource.
7. BBM does not assume any responsibility concerning the use of the biological resource in case of violates any patent, trademark or other property rights of a third part.

6. Biological resource property

1. BBM is not the owner of the stored biological resources. The ownership is maintained by the Customer (scientific provider) until the biological resource is transferred to the Recipient who then acquires the ownership of the resource.
2. Any changes and/or uses of the biological resource other than scientific research shall be agreed between the Customer (scientific provider) and the Recipient.



7. Research outcomes and publication

1. The Recipient is free to publish the results of the scientific research carried out using the biological resource.
2. Every publication referred to the biological resource shall acknowledge the source of the biological resource quoting the BBM and the catalogue reference number of the biological resource.

8. Transfer

The Recipient shall not transfer any rights under this Agreement to third parties.

9. Disputes

The Parties shall endeavour to settle any dispute arising from or relating to this Arrangement in an amicable way. All disputes, questions, or differences that cannot be resolved by the signatories to this Arrangement shall be referred to and resolved by the Parties' respective senior representatives.

10. Governing Law

This Agreement's interpretation and enforcement shall be governed by the laws of Italy and the Court of Palermo (Italy) shall have exclusive jurisdiction.

<p>Mediterranean Biobank (BBM) Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri <u>The Health Director</u></p> <p>_____</p> <p style="text-align: center;"><i>(name and surname)</i></p> <p>_____</p> <p style="text-align: center;"><i>(stamp and signature)</i></p> <p>Date _____</p>	<p>The Recipient</p> <p>_____</p> <p style="text-align: center;"><i>(name and surname)</i></p> <p>_____</p> <p style="text-align: center;"><i>(stamp and signature)</i></p> <p>Date _____</p>
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Under Articles 1341 and 1342 of the Italian Civil Code the Recipient expressly represents to approve all the articles of this contract

I authorize the processing of personal data according to GDPR (EU Regulation 2016/679) and D. Lgs. 101/2018

 Date

 The Recipient signature



BIOBANCA DEL MEDITERRANEO
Istituto Zooprofilattico Sperimentale della Sicilia "A. Mirri"
via G. Marinuzzi 3 -90129 Palermo
Telefono: +39 091 6565 224
Email: biobancadelmediterraneo@izssicilia.it



APPLICATION FORM

Name _____
Surname _____
Institution _____
Address _____
Country _____
Telephone _____
E-mail _____

Description and NRG-BBM code of the biological resource:

Theileria annulata DNA from bovine spleen
PROT NA C.R.A.Ba.R.T. 8

Material quantity:

1 vial of 100 µl

Further Informations:

The Recipient

(stamp and signature)

Date _____